

CITY OF FAIRFIELD

RESOLUTION NO. 2014 – 14

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND AWARDING A CONTRACT TO FLATIRON ELECTRIC GROUP,
INC. FOR THE CITY PARKS LIGHTING PROJECT – PHASE 2**

WHEREAS, the bid opening for the City Parks Lighting Project – Phase 2 took place on December 5, 2013; and

WHEREAS, the apparent low bidder was Flatiron Electric Group, Inc. in the amount of \$308,131.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the City Parks Lighting Project – Phase 2 are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with Flatiron Electric Group, Inc. for the City Parks Lighting Project – Phase 2 in the amount of \$308,131.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

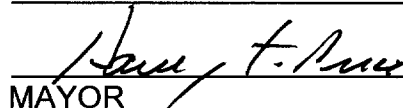
PASSED AND ADOPTED this 21st day of January 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None


MAYOR

ATTEST:


CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 17 day of March, 2014, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and FLATIRON ELECTRIC GROUP, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

CITY PARKS LIGHTING PROJECT – PHASE 2 (Meadow Glen and Vintage Green Valley Neighborhood Parks)

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Stantec Consulting Services, Inc.
numbered E1.0; E1.1, E1.2, E1.3, E2.0, E2.1, E3.0, E3.1
and dated October, 2013.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated November 27, 2013.
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Technical Specifications.
 - 2) Appendix.
 - 4) City of Fairfield Standard Details and Specifications, 1998 edition.
 - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated March 6, 2014.
- g. Labor and Material Bond, dated March 6, 2014.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if

mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. Contruction work shall be completed within 120 working days and 90 calendar days for completion of the landscape maintenance period after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to Five Hundred Dollars (\$500) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

CITY PARKS LIGHTING PROJECT – PHASE 2
(Meadow Glen and Vintage Green Valley Neighborhood Parks)

Base Bid Items

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$20,000.00	\$20,000.00
2	TEMPORARY CHAIN LINK FENCE AND GATE	LS	1	\$9,000.00	\$9,000.00
3	STORM WATER POLLUTION PREVENTION	LS	1	\$1,000.00	\$1,000.00
4	DEMOLITION AND CLEARING	LS	1	\$2,500.00	\$2,500.00
5	TREE PROTECTION	LS	1	\$2,000.00	\$2,000.00
6	TREE PRUNING	EA	1	\$1,700.00	\$1,700.00
7	IRRIGATION SYSTEM REPAIR	LS	1	\$5,500.00	\$5,500.00
8	TURF FROM SOD	SF	3000	\$1.80	\$5,400.00
9	MULCH	SF	600	\$2.20	\$1,320.00
10	LANDSCAPE MAINTENANCE (90 DAYS)	LS	1	\$16,400.00	\$16,400.00
11	F3 - LIGHT FIXTURE, 15' PATHWAY	EA	1	\$8,300.00	\$8,300.00
12	F1 & F2 - LIGHT FIXTURE 20' PATHWAY	EA	14	\$8,500.00	\$119,000.00
13	METER SERVICE ENCLOSURE	EA	2	\$4,000.00	\$8,000.00
14	LOITERING DETERRENT SYSTEM, MOSQUITO/ CAGE	EA	6	\$3,000.00	\$18,000.00
15	LOITERING DETERRENT SYSTEM, CONDUIT/WIRE	LF	1300	\$9.50	\$12,350.00
16	PULLBOX SECURITY KIT	EA	21	\$255.00	\$5,355.00
17	1" CONDUIT PVC SCH. 40	LF	20	\$18.00	\$360.00
18	2" CONDUIT PVC SCH. 40	LF	1600	\$12.00	\$19,200.00
19	3" CONDUIT PVC SCH. 40	LF	200	\$25.00	\$5,000.00
20	# 6 CONDUCTOR	LF	80	\$2.50	\$200.00
21	# 8 CONDUCTOR	LF	4200	\$1.20	\$5,040.00
22	# 10 GROUND WIRE	LF	20	\$5.60	\$112.00
23	# 12 CONDUCTOR	LF	40	\$2.50	\$100.00
24	# 12 GROUND WIRE	LF	2100	.75	\$1,575.00
25	PEDESTAL GROUND ROD AND WIRE	EA	2	\$260.00	\$520.00
26	PULLBOXES	EA	21	\$270.0	\$5,670.00
27	PG&E SPLICE BOX	EA	1	\$750.00	\$750.00
28	ELECTRICAL TESTING	LS	1	4,100.00	\$4,100.00
29	CCTV CONDUIT WITH PULLROPE	LF	370	\$6.70	\$2,479.00
30	CONCRETE WALKWAY REPLACEMENT	SF	400	\$9.00	\$3,600.00
31	SERVICE ENCLOSURE EQUIPMENT PAD	EA	2	\$1,500.00	\$3,000.00
32	HOUSEKEEPING PAD	EA	15	\$940.00	\$14,100.00

33	CONTROLLED DENSITY FILL	EA	15	\$180.00	\$2,700.00
34	AC PAVEMENT REPLACEMENT	SF	200	\$10.00	\$2,000.00
35	GRAVEL BASE ACCESS ROAD REPLACEMENT	SF	100	\$18.00	\$1,800.00

Total Base Bid \$308,131.00



IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

Em. Hoff, Deputy
City Clerk

CITY OF FAIRFIELD

By: [Signature]
City Manager Cons

FLATIRON ELECTRIC GROUP, INC.
CONTRACTOR

By: [Signature]
Richard Tesoriero Vice President

Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A & C10
b. Number: 862724
c. Expiration Date: 8-31-15
d. FEI Number: 20-3076612

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____
Authorized by Res. No.: _____ Contract Expiration Date: _____
Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	
ADDRESS	
CITY, STATE, ZIP	

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
	CORPORATION	
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

EXECUTED IN DUPLICATE

BOND NO.: 015043520

PREMIUM AMOUNT INCLUDED IN
THE PERFORMANCE BOND

**PAYMENT BOND
(LABOR AND MATERIALS)**

Flatiron Job # 5384

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Flatiron Electric Group, Inc.;

7911 A Pine Avenue, Chino, CA 92509

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

**CITY PARKS LIGHTING PROJECT – PHASE 2
(Meadow Glen and Vintage Green Valley Neighborhood Parks)**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Liberty Mutual Insurance Company; 175 Berkeley Street, Boston, MA 02116

Mailing Address for Notices: Attention: Surety Claims Department Contractor

Interchange Corporate Center, 450 Plymouth Road, Suite 400, Plymouth Meeting, PA 19462-1644

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Three Hundred Eight Thousand

One Hundred Thirty One and 00/100 dollars

Dollars (\$308,131.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.


FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 6, 2014

"Contractor"

Flatiron Electric Group, Inc.

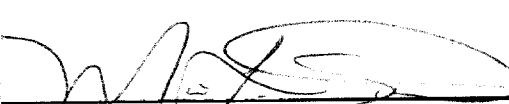
By: 
 Title Richard Tesoriero, Vice President

By: Richard Tesoriero Vice President
 Title _____

(Seal)

"Surety"

Liberty Mutual Insurance Company

By: 
 Title Maria L. Spadaccini, Attorney-In-Fact

By: _____
 Title _____

(Seal)

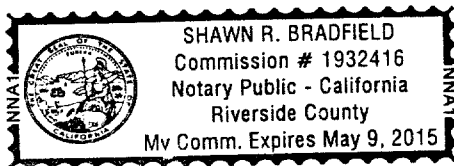
Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On March 10, 2014 before me, Shawn R. Bradfield, Notary Public
Date Here Insert Name and Title of the Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard Tesoriero
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shawn R. Bradfield
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond for Labor and Materials

Document Date: March 6, 2014 Number of Pages: _____

Signer(s) Other Than Named Above: Maria L. Spadaccini, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Tesoriero

- ☐ Individual
☐ Corporate Officer – Title(s): Vice President
☐ Partner – ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Flatiron Electric Group, Inc.

Signer's Name: _____


- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

CERTIFICATE OF ACKNOWLEDGMENT - Attorney-in-Fact

STATE OF ~~CALIFORNIA~~ NEW JERSEY)
COUNTY OF BERGEN) ss.

On this 6th day of March, in the year 2014, before me, the undersigned
Notary Public in and for said state, personally appeared Maria L. Spadaccini, or
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument, as the Attorney-in-Fact of Liberty Mutual Insurance Company
acknowledged to me that he/~~she~~ subscribed the name of Maria L. Spadaccini
thereto as principal and his/~~her~~ own name as Attorney-in-Fact.



Notary Public in and for the State of ~~California~~ New Jersey
My Commission Expires February 18, 2019
County of Bergen
State of ~~California~~ New Jersey
My Commission Expires February 18, 2019

(SEAL)

CORPORATE ACKNOWLEDGMENT


Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 6TH day of MARCH, 2014, before me personally came
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation, and that
she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public for New Jersey
My Commission Expires
February 18, 2019



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets		Liabilities	
Cash and Bank Deposits	\$ 903,711,694	Unearned Premiums	\$4,205,141,671
*Bonds — U.S Government	1,166,929,471	Reserve for Claims and Claims Expense	17,056,420,207
*Other Bonds	11,415,194,219	Funds Held Under Reinsurance Treaties	1,315,062,091
*Stocks	8,104,853,899	Reserve for Dividends to Policyholders	2,455,411
Real Estate	255,967,320	Additional Statutory Reserve	49,768,998
Agents' Balances or Uncollected Premiums	3,482,069,753	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	144,016,763	Other Liabilities	<u>3,066,051,537</u>
Other Admitted Assets	<u>14,732,623,458</u>	Total	<u>\$25,694,899,915</u>
Total Admitted Assets	<u>\$40,205,366,577</u>	Special Surplus Funds	\$604,621,497
		Capital Stock	10,000,000
		Paid in Surplus	7,899,471,886
		Unassigned Surplus	5,996,373,279
		Surplus to Policyholders	<u>14,510,466,662</u>
		Total Liabilities and Surplus	<u>\$40,205,366,577</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

TAMikolajewski

Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6320445

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alice McLaughlin; Maria L. Spadaccini; Mary R. McKee; Nicholas F. Walsh; Sherryanne M. DePirro

all of the city of Woodcliff Lake, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of October, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 17th day of October, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this MAR - 6 2014 day of 20.

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PREMIUM AMOUNT: \$2,311.00

Flatiron Job # 5384

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Flatiron Electric Group, Inc.;7911 A Pine Avenue, Chino, CA 92509

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**CITY PARKS LIGHTING PROJECT – PHASE 2
(Meadow Glen and Vintage Green Valley Neighborhood Parks)**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Liberty Mutual Insurance Company; 175 Berkeley Street, Boston, MA 02116Mailing Address for Notices: Attention: Surety Claims Department ContractorInterchange Corporate Center, 450 Plymouth Road, Suite 400, Plymouth Meeting, PA 19462-1644*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as

Surety, are held and firmly bound unto City in the penal sum of Three Hundred Eight ThousandOne Hundred Thirty One and 00/100

Dollars (\$ 308,131.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the


work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: March 6, 2014

"Contractor"

Flatiron Electric Group, Inc.

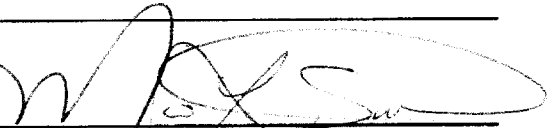
By: 
 Title Richard Tesoriero, Vice President

By: Richard Tesoriero Vice President
 Title

(Seal)

"Surety"

Liberty Mutual Insurance Company

By: 
 Title Maria L. Spadaccini, Attorney-In-Fact

By: _____
 Title

(Seal)

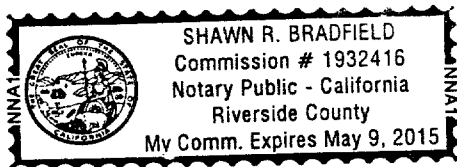
Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On March 10, 2014 before me, Shawn R. Bradfield, Notary Public
Date Here Insert Name and Title of the Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard Tesoriero
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shawn R. Bradfield
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: March 6, 2014 Number of Pages: _____

Signer(s) Other Than Named Above: Maria L. Spadaccini, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Tesoriero

- ☐ Individual
☐ Corporate Officer – Title(s): Vice President
☐ Partner – ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Flatiron Electric Group, Inc.

Signer's Name: _____


- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

CERTIFICATE OF ACKNOWLEDGMENT - Attorney-in-Fact

STATE OF ~~CALIFORNIA~~ NEW JERSEY)
COUNTY OF BERGEN) ss.

On this 6th day of March, in the year 2014, before me, the undersigned
Notary Public in and for said state, personally appeared Maria L. Spadaccini, or
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument, as the Attorney-in-Fact of Liberty Mutual Insurance Company
acknowledged to me that he/~~she~~ subscribed the name of Maria L. Spadaccini
thereto as principal and his/~~her~~ own name as Attorney-in-Fact.



Notary Public in and for the State of ~~California~~ New Jersey
My Commission Expires February 18, 2019
County of Bergen
State of ~~California~~ New Jersey
My Commission Expires February 18, 2019

(SEAL)

CORPORATE ACKNOWLEDGMENT

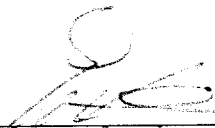
Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 6TH day of MARCH, 2014, before me personally came
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation, and that
she/he signed her/his name thereto by like order.

(SEAL)



Esther Ceban
Notary Public for New Jersey
My Commission Expires
February 18, 2018



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets		Liabilities	
Cash and Bank Deposits	\$ 903,711,694	Unearned Premiums	\$4,205,141,671
*Bonds — U.S Government	1,166,929,471	Reserve for Claims and Claims Expense	17,056,420,207
*Other Bonds	11,415,194,219	Funds Held Under Reinsurance Treaties	1,315,062,091
*Stocks	8,104,853,899	Reserve for Dividends to Policyholders	2,455,411
Real Estate	255,967,320	Additional Statutory Reserve	49,768,998
Agents' Balances or Uncollected Premiums	3,482,069,753	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	144,016,763	Other Liabilities	<u>3,066,051,537</u>
Other Admitted Assets	<u>14,732,623,458</u>	Total	<u>\$25,694,899,915</u>
Total Admitted Assets	<u>\$40,205,366,577</u>	Special Surplus Funds	\$604,621,497
		Capital Stock	10,000,000
		Paid in Surplus	7,899,471,886
		Unassigned Surplus	5,996,373,279
		Surplus to Policyholders	<u>14,510,466,662</u>
		Total Liabilities and Surplus	<u>\$40,205,366,577</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

T. Mikolajewski

Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6320444

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alice McLaughlin; Maria L. Spadaccini; Mary R. McKee; Nicholas F. Walsh; Sherryanne M. DePirro

all of the city of Woodcliff Lake, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of October, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 17th day of October, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this MAR - 6 2014 day of 20.

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PROPOSAL

**CITY PARKS LIGHTING PROJECT – PHASE 2
(Meadow Glen and Vintage Green Valley Neighborhood Parks)**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **one hundred and twenty (120) working days** for completion of construction and **ninety (90) calendar days** for completion of the landscape maintenance period from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the

aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Signed addenda are to be included with this Proposal. Bidder acknowledges receipt of the following addenda:

#1

DATED 11-21-13



Flatiron Electric Group, Inc.

CITY PARKS LIGHTING PROJECT – PHASE 2
(Meadow Glen and Vintage Green Valley Neighborhood Parks)

Base Bid Items

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION/DEMOBILIZATION	LS	1	20,000. ⁰⁰	20,000. ⁰⁰
2	TEMPORARY CHAIN LINK FENCE AND GATE	LS	1	9,000. ⁰⁰	9,000. ⁰⁰
3	STORM WATER POLLUTION PREVENTION	LS	1	1,000. ⁰⁰	1,000. ⁰⁰
4	DEMOLITION AND CLEARING	LS	1	2,500. ⁰⁰	2,500. ⁰⁰
5	TREE PROTECTION	LS	1	2,000. ⁰⁰	2,000. ⁰⁰
6	TREE PRUNING	EA	1	1,700. ⁰⁰	1,700. ⁰⁰
7	IRRIGATION SYSTEM REPAIR	LS	1	5,500. ⁰⁰	5,500. ⁰⁰
8	TURF FROM SOD	SF	3000	1. ⁸⁰	5,400. ⁰⁰
9	MULCH	SF	600	2. ²⁰	1,320. ⁰⁰
10	LANDSCAPE MAINTENANCE (90 DAYS)	LS	1	16,400. ⁰⁰	16,400. ⁰⁰
11	F3 - LIGHT FIXTURE, 15' PATHWAY	EA	1	8,300. ⁰⁰	8,300. ⁰⁰
12	F1 & F2 - LIGHT FIXTURE 20' PATHWAY	EA	14	8,500. ⁰⁰	119,000. ⁰⁰
13	METER SERVICE ENCLOSURE	EA	2	4,000. ⁰⁰	8,000. ⁰⁰
14	LOITERING DETERRENT SYSTEM, MOSQUITO/ CAGE	EA	6	3,000. ⁰⁰	18,000. ⁰⁰
15	LOITERING DETERRENT SYSTEM, CONDUIT/WIRE	LF	1300	9. ⁵⁰	12,350. ⁰⁰
16	PULLBOX SECURITY KIT	EA	21	255. ⁰⁰	5,355. ⁰⁰
17	1" CONDUIT PVC SCH. 40	LF	20	18. ⁰⁰	360. ⁰⁰
18	2" CONDUIT PVC SCH. 40	LF	1600	12. ⁰⁰	19,200. ⁰⁰
19	3" CONDUIT PVC SCH. 40	LF	200	25. ⁰⁰	5,000. ⁰⁰
20	# 6 CONDUCTOR	LF	80	2. ⁵⁰	200. ⁰⁰
21	# 8 CONDUCTOR	LF	4200	1. ²⁰	5,040. ⁰⁰
22	# 10 GROUND WIRE	LF	20	5. ⁶⁰	112. ⁰⁰
23	# 12 CONDUCTOR	LF	40	2. ⁵⁰	100. ⁰⁰
24	# 12 GROUND WIRE	LF	2100	.75	1,575. ⁰⁰
25	PEDESTAL GROUND ROD AND WIRE	EA	2	260. ⁰⁰	520. ⁰⁰
26	PULLBOXES	EA	21	270. ⁰⁰	5,670. ⁰⁰
27	PG&E SPLICE BOX	EA	1	750. ⁰⁰	750. ⁰⁰
28	ELECTRICAL TESTING	LS	1	4,100. ⁰⁰	4,100. ⁰⁰

29	CCTV CONDUIT WITH PULLROPE	LF	370	6.70	2,479.00
30	CONCRETE WALKWAY REPLACEMENT	SF	400	9.00	3,600.00
31	SERVICE ENCLOSURE EQUIPMENT PAD	EA	2	1,500.00	3,000.00
32	HOUSEKEEPING PAD	EA	15	940.00	14,100.00
33	CONTROLLED DENSITY FILL	EA	15	180.00	2,700.00
34	AC PAVEMENT REPLACEMENT	SF	200	10.00	2,000.00
35	GRAVEL BASE ACCESS ROAD REPLACEMENT	SF	100	18.00	1,800.00

Total Base Bid \$ 308,131.00
308,131.00

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

Flatiron Electric Group, Inc.

CITY PARKS LIGHTING PROJECT – PHASE 2
(Meadow Glen and Vintage Green Valley Neighborhood Parks)

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. The bidder shall note that they shall perform with his own organization at least 50% of the work with the remainder of the work preformed by sub-contractors.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1)			
2)			
3)			
4)			
5)			

Note: Attach additional sheets if required

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

Richard Tesoriero, being first duly sworn, deposes and says that he or she is Vice President of Flatiron Electric Group, Inc. the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

NOVEMBER 27, 2013
(Date)


(Signature)
Richard Tesoriero Vice President

NOTE: THIS FORM MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On December 2, 2013 before me, Shawn R. Bradfield, Notary Public
Date Here Insert Name and Title of the Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard Tesoriero
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shawn R. Bradfield
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit

Document Date: November 27, 2013 Number of Pages: _____

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Tesoriero
☐ Individual
☐ Corporate Officer – Title(s): Vice President
☐ Partner – ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Flatiron Electric Group, Inc.

Signer's Name: _____
☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Flatiron Electric Group, Inc.

Name of Firm

7911-A Pine Avenue
Chino, CA 91708

Business Address

714-228-9631

Phone Number



Signature of Responsible Official

Richard Tesoriero Vice President

Contractor's License:

862724

a. Class:

b. Number:

A & C10

c. Expiration Date:

8-31-15

d. FEI Number:

20-3026612

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Flatiron Electric Group, Inc.

(SEE ATTACHED)

*Build the Best. **Be the Best.***



Flatiron Electric Group, Inc.

7911-A Pine Avenue
Chino, CA 91708
714-228-9631 MAIN
909-597-9151 FAX
www.flatironcorp.com

Corporate Officers:

John Diciurcio	President / CEO
Richard Tesoriero	V. President
William Jensen	V. President
Paul Roberts	Treasurer / CFO
Paul Driscoll	Secretary
Melody Pickett	Assist. Secretary
Mark Dillard	Assist. Secretary

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**CITY PARKS LIGHTING PROJECT – PHASE 2
(Meadow Glen and Vintage Green Valley Neighborhood Parks)**

WHEREAS Flatiron Electric Group, Inc.

7911-A Pine Avenue, Chino, CA 92509

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as

Surety, are held and firmly bound unto City in the penal sum of Ten Percent of the Total

Amount Bid -----

Dollars (\$ 10% -----), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.


In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 26, 2013

"Contractor"

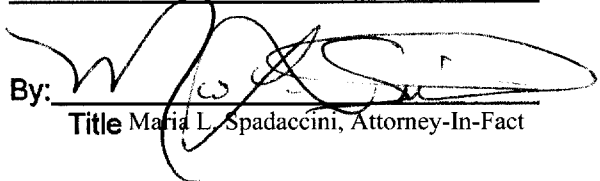
Flatiron Electric Group, Inc.

By: 
Title Richard Tesoriero, Vice President

By: _____
Title _____

"Surety"

Liberty Mutual Insurance Company

By: 
Title Maria L. Spadaccini, Attorney-In-Fact

By: _____
Title _____

(Seal)

(Seal)

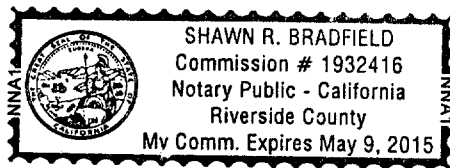
Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On December 2, 2013 before me, Shawn R. Bradfield, Notary Public
Date Here Insert Name and Title of the Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard Tesoriero
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shawn R. Bradfield
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: November 26, 2013 Number of Pages: _____

Signer(s) Other Than Named Above: Maria Spadaccini, Travelers Casualty and Surety Company

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Tesoriero
☐ Individual
☐ Corporate Officer – Title(s): Vice President
☐ Partner – ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Flatiron Electric Group, Inc.

Signer's Name: _____
☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

CORPORATE ACKNOWLEDGMENT

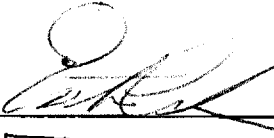
Form 152

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 26TH day of NOVEMBER, 2013, before me personally came
MARIA L. SPADACCINI to me known, who, being by me duly sworn, did
depose and say that she/he resides in HAWTHORNE, NEW JERSEY that she/he is
the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the
corporation described in and which executed the above instrument that she/he knows the
seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation, and that
she/he signed her/his name thereto by like order.

(SEAL)



Esther Caban
Notary Public of New Jersey
My Commission Expires
February 10, 2014



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2012

Assets		Liabilities	
Cash and Bank Deposits	\$ 903,711,694	Unearned Premiums	\$4,205,141,671
*Bonds — U.S Government	1,166,929,471	Reserve for Claims and Claims Expense	17,056,420,207
*Other Bonds	11,415,194,219	Funds Held Under Reinsurance Treaties	1,315,062,091
*Stocks	8,104,853,899	Reserve for Dividends to Policyholders	2,455,411
Real Estate	255,967,320	Additional Statutory Reserve	49,768,998
Agents' Balances or Uncollected Premiums	3,482,069,753	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	144,016,763	Other Liabilities	<u>3,066,051,537</u>
Other Admitted Assets	<u>14,732,623,458</u>	Total	\$25,694,899,915
Total Admitted Assets	<u>\$40,205,366,577</u>	Special Surplus Funds	\$604,621,497
		Capital Stock	10,000,000
		Paid in Surplus	7,899,471,886
		Unassigned Surplus	5,996,373,279
		Surplus to Policyholders	<u>14,510,466,662</u>
		Total Liabilities and Surplus	<u>\$40,205,366,577</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2012, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2013.

T. Mikolajewski

Assistant Secretary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6320209

American Fire and Casualty Company
The Ohio Casualty Insurance Company

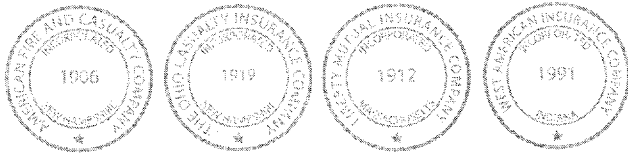
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alice McLaughlin; Maria L. Spadaccini; Mary R. McKee; Nicholas F. Walsh; Sherryanne M. DePirro

all of the city of Woodcliff Lake, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of October, 2013.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 17th day of October, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this NOV 26 2013 day of NOV 26 2013, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

City of Fairfield

**CITY PARKS LIGHTING PROJECT – PHASE 2
(Meadow Glen and Vintage Green Valley Neighborhood Parks)**

ADDENDUM NUMBER 1

Date: November 21, 2013

TO ALL PROSPECTIVE BIDDERS:

The City of Fairfield (City), located at 1000 Webster Street, Fairfield, California 94533, hereby issues this addendum to the above-stated project and contract.

Bidders are instructed to submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract, and the contract documents to be executed will contain a copy of this addendum.

Any references to page numbers in this addendum are included to assist Bidder's in posting the changes in this addendum to the original bidding documents. In cases of conflict between the page reference and the description of the change, the description shall take precedence.

The Bidder shall acknowledge receipt of this Addendum on Page P2 of the Bidder's Proposal and attach this signed Addendum Cover Sheet to the Bidder's Proposal when submitted.

APPROVED:

ACKNOWLEDGEMENT:

Flatiron Electric Group, Inc.



George R. Hicks, P.E.
Public Works Director/City Engineer



CONTRACTOR
Richard Tesoriero Vice President

BIDDER: Return a signed copy of THIS PAGE (only) of this addendum with your proposal, unless directed otherwise. Please insert it and all other addenda signature pages, if any, in numerical order, loosely behind the Proposal signature page in the Proposal and Contract book. Failure to thus acknowledge receipt of and include the provisions of this addendum in your proposal will be just cause for considering your bid to be non-responsive.
